

heads of departments, and they agreed the contract should not be let in the usual way; that it needed not only a construction engineer, but one who had experience in operating railroads. He knew only one such man, John F. Stevens, who was associated with him in building the Panama Canal.

Q. Did your company advertise for bids? A. I think our Executive Committee submitted the plans to various firms.

Q. What was the reason Mr. Shonts gave for not seeking public bids for the work? A. Because we had to keep out trains moving while extending the tracks.

SHONTS DECIDED 10 PER CENT. THE RIGHT COMMISSION.

Q. Did Mr. Shonts assume that his recommendations would be acceptable to the board? A. He had no reason to think they would not. The question came up as to what would be the proper commission. Mr. Shonts discussed it with Mr. Pierce, a practical construction man. It was tacitly agreed that 10 per cent. would be a proper commission.

Q. The work to be done by Mr. Stevens was supervising and directing? A. Entirely so, with the aid of our department heads.

Q. What was the amount of expenditure in this proposed work? A. Something in excess of \$25,000,000. That included the equipment, I believe.

Q. And his commission was to be 10 per cent. on everything spent in the work? A. That is my recollection. Mr. Shonts did not outline the contract. The contract was read.

Q. Was it voluminous and complete? A. Very.

Q. Who had prepared the contract? A. I understood Mr. Quackenbush, counsel to the company, with Mr. Stevens and his counsel.

Q. Who asked to have the contract read? A. William A. Reed. As I recall the contract, we, the Interborough Rapid Transit Company, provided everything—office, plant, everything required to carry out the contract.

Q. Was Mr. Stevens to give a bond? A. We paid for the bond. He didn't get any commission on that. That was the only thing.

Q. What was the period of time in which the work was to be done? A. About two years.

Q. That would be \$25,000,000? A. Ten per cent. of \$25,000,000 is \$2,500,000, Mr. Colby.

Q. That's more than you get, Mr. Hedley? A. Hedley remarked Senator Thompson.

Q. But not more than I'm worth, Hedley. Hedley with a smile.

BANKER GETS IN A BOOST FOR HEDLEY.

"Let me say," exclaimed Banker Young, "that Mr. Hedley is at the head of the best managed road in the world. It carries more people and has fewer accidents than any other."

Q. There are 300 working days in the year. That would mean compensation for Mr. Stevens at the rate of \$2,500 a day? A. More than that—\$3,883.33 a day.

Q. What was the comment on this extraordinary contract? A. There was some silence then comment. Mr. Reed opposed it. It was thought that Mr. Hedley and our own engineers could do the work just as well. Mr. Lane also opposed it.

Q. Did you oppose the contract? A. I didn't vote for it. I didn't like to vote for it. There wasn't much to be said.

HEAD STUFFED FROM CATARRH OR A COLD.

Says Cream Applied in Nostrils Opens Air Passages Right Up.

Instant relief—no waiting. Your clogged nostrils open right up; the air passes of your head and you can breathe freely. No more hawking, sniffling, blowing, headache, dryness. No struggling for breath at night; your cold or catarrh disappears.

Get a small bottle of Ely's Cream Salve from your druggist now. Apply a little of this fragrant, antiseptic, healing cream in your nostrils. It penetrates through every air passage of the head, soothes the inflamed or swollen mucous membrane and relief comes instantly.

It's just fine. Don't stay stuffed-up with a cold or nasty catarrh.—Advt.

\$3.00

ONE PRICE ONLY

Full Set of Teeth for \$3.00. Gold Crowns, 22 K. \$3.00. Bridge Work, 22 K. \$3.00. Fillings, 22 K. \$3.00. Payments to suit Your Convenience.

BROWN DENTAL PARLORS

50 East 125th Street

Cor. Madison Avenue. OPEN 9 TO 6 P. M.

Beware of Tight Cough, Precedes Pneumonia. Home-Made Syrup Loosens.

You can make a simple laxative cough syrup which will loosen the tightest cough in one hour and cure any cough or cold in a very short time. Here is the formula: Essence Mentha-Lexone, 2 1/2 Ounces. Compound sugar syrup, 2 1/2 Ounces. Make the syrup by using a pint of granulated sugar and a half pint of boiling water. Mix the sugar and water together and add the sugar and water to the drug store and buy a 2 1/2-ounce package of Essence Mentha-Lexone (concentrated), empty it into a pint bottle and fill up with the syrup. Take a teaspoonful every hour or two, as needed, and you will soon be entirely rid of your cough and cold. This relieves and cures old people quicker and safer than anything ever heard of, and it is just fine for children. They like the taste so well.—Advt.

talk. We adjourned. Some one called up Mr. Reed later and asked for a meeting that night; but nothing came of it.

Q. Did the contract come up at another meeting? A. Next day, at a regular meeting.

Q. Then Mr. Shonts had tried to have the contract hurriedly acted upon in advance of the regular meeting? A. I didn't say so, sir. At the regular meeting I moved the appointment of a committee of five to examine the contract. The meeting appointed Messrs. E. J. Herwind, Andrew D. Freeman, Gardner M. Lane, William A. Reed and, I think, Frank Sullivan.

Q. Did you have any talk with Mr. Reed and Mr. Lane, who joined you in opposition? A. Oh, one or two talks; yes. We talked it over going away from the meeting. We agreed we'd never vote for any such contract. I had one or two meetings with them.

Q. Had you any further conversation with Mr. Reed? A. Yes. He said he was going to Europe and asked me to look out for that contract, to see it should not go through without full examination and discussion.

LANE WAS EMPHATIC AGAINST THE CONTRACT.

Q. Did Mr. Lane express himself to you in emphatic objection to this contract? A. Most emphatic, yes.

Q. Was any record made in the minutes of the action on the subject of this contract? A. Nothing beyond the record of the appointment of the committee of five.

Counsel Colby asked Mr. Young for any correspondence he had had with Mr. Lane on the subject of the contract. The banker produced two letters. One was dated July 22, 1913. It ran:

"My Dear Lane: I saw William A. Reed for a few moments to-day and promised him to drop you a line and the enclosed articles from the morning papers. He depends on you and me to watch over the situation for him while he is in Europe. I will be in New York all summer and can attend the meetings. Sincerely, 'GEORGE W. YOUNG'."

The other letter was dated Sept. 12, 1913. It read:

"My dear Mr. Lane: I had promised to send you a copy of the statement I had dictated after the special meeting, proposing the Stevens contract, to be placed in your receiver for our mutual protection. A copy of our memorandum on the subject. Sincerely, 'GEORGE W. YOUNG'."

Q. Did you and Mr. Lane dictate your impressions of what was said and done on the subject of the Stevens contract? A. We did, but not by agreement. Just happened so.

Q. You mean that each, without mutual agreement, had prepared memoranda on what occurred at that meeting? A. That's what occurred, Mr. Colby. After one of our meetings Mr. Lane asked me to his office, No. 45 Exchange Place. He read me a memorandum and I told him it was a strange thing I had done the same thing. He asked me for a copy and I finally sent it to him, I think, in September.

RELUKTANT ABOUT SHOWING LETTER FROM LANE.

Q. This was at the office of Lee Higginson & Co., 45 Exchange Place.

Q. Did Mr. Lane reply to your letter of Sept. 19? A. He did.

Q. I ask you to show me the reply. A. Don't think I ought to have an opportunity to consult my own counsel?

Both Mr. Colby and Senator Thompson assured the witness that it was his duty to produce the letter. "It isn't that," said Mr. Young. "It is a matter of protecting other people. There is nothing I am ashamed of in it."

"I direct you to produce the letter," ordered Chairman Thompson. Mr. Young stared hard at the floor and tore a small piece of paper into five bits.

"I'd like to have a chance to consult my counsel on the telephone," said Banker Young. A recess of five minutes was ordered. Mr. Young went off to a distant booth to talk over the wire with his lawyer. He came back deeply flushed.

The letter to Mr. Colby, then settled back in the witness chair, but the end of a cigar and lit it.

Mr. Young gazed into space while Mr. Colby read this letter:

Lee Higginson & Co., Boston, New York, Oct. 1, 1913.

My dear Mr. Young: I was sorry to have no opportunity to talk over to speak to you about your personal letter of Sept. 19. On thinking the matter over carefully it seems to me better that I should not have a memorandum sent me which you refer to in your letter. This is a very delicate matter, and while it is wise to state that I should not have the statement yet he should not have the

responsibility of keeping the statement of the other.

NOTES TO SERVE IN FUTURE AS PROTECTION.

Death, for example, might have the effect of causing the memorandum to pass into the hands of others and finally into possession of the public.

"We who have stood by each other understand each other and if we preserve the original notes made, they will serve for our protection in case of need. For this purpose I have preserved my own. I have read yours and now return it to you."

"I cannot tell you how sorry I am for personal reasons that you are no longer a director of the Interborough. I am truly yours."

"GARDINER M. LANE."

Mr. Young also subscribed to the committee a copy of his own memorandum made at his own office immediately after he left the special meeting of the Interborough Board of Directors at which Mr. Shonts proposed the Stevens contract.

This memorandum was read by Mr. Colby. It agreed with the testimony Mr. Young had given about the meeting and gave a few more details.

"Some one of the directors," it ran, "asked Mr. Shonts what organization Stevens had. Mr. Shonts replied that Mr. Stevens' organization was in his head. To give an idea of what his services were worth Mr. Shonts said the B. & O. were now giving Stevens \$1,500 a day for his advice."

Lane told me, Mr. Shonts took Mr. Lane aside and said he wanted him to understand the reason why he wanted Stevens to have the contract; that neither Stevens nor Freeman nor Shonts himself would receive any benefit from the contract. Mr. Shonts said that upon entering into the contract between the Interborough and the City of New York to build the new subway Shonts had been obliged to enter into certain commitments and obligations and that it was by means of this Stevens contract that he expected to pay and meet these commitments and obligations.

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THIEF CHARGE SPITE ACT, MRS. BOSLER EXPLAINS

Woman Lawyer Court Freed Says Her Accuser Sought to Harm Her Reputation.

Now that Magistrate Cornell, in the Centre Street Court, has dismissed the complaint of Percy A. McCord in which he charged Mrs. Frieda Thomas Bosler with having taken \$1,600 from him, and McCord has thought better of his expressed intention to bring the matter before the Grand Jury, Mrs. Bosler gives her side of the story.

She says she had decided to collect demand notes, aggregating \$4,000, given to her by the Scenograph Feature Film Company of Boston, of which McCord was treasurer. The collection, she asserts, would have depleted the company's treasury. She says McCord threatened to get even with her if she put the notes through.

"He knew his accusations against me were false," said Mrs. Bosler. "He knew I was a lawyer and that I would hold him off from collecting the notes, rather than have him make those charges against me. Mr. McCord's complaint gave the impression that we had been alone together just before he accused me, though it did not actually say so."

She said that her husband and a friend of hers were with us all the time, and it was strictly a business conference. Instead of my getting the \$1,600 from McCord, it was he who lost it, and it was money my husband had given him to close a contract for the world's rights to a film his motion picture company is producing."

400 SCHOOL PUPILS STRIKE.

Refuse to Study Because Principal Was Transferred.

PHILADELPHIA, Feb. 2.—Four hundred pupils of the Fitter Public School in Germantown refused to attend their studies to-day because William H. Soven, principal of the school for eighteen years, was transferred by the Board of Education to the Sardinia School.

The committee composed mostly of parents of the striking children made a formal protest late this afternoon to the Board of Education, and if no favorable action is taken by the board, William C. Lynch, chairman of the committee, stated that he will file a suit.

The main reason for the protest is that Soven has been principal of the school for a long time and has been almost a "institution." The striking pupils also take exception to the appointment of Miss Margaret Gill as Soven's successor.

The first accurate idea of the income Dr. Mohr received from his lucrative practice was given to-day when Arthur Cushing, attorney for Mrs. Mohr, co-administrator of the dead man's estate, was called to the stand.

Mr. Cushing first identified the bank and cash books of Dr. Mohr, which had been turned over to him as co-administrator. The last entry in the doctor's bank book showed a deposit of \$254 in the Rhode Island Trust Company on Saturday, Aug. 28, 1915, three days before he was murdered. Reference to the physician's cash book showed that he had received \$300 on Friday, Aug. 27; \$224 on Aug. 28, and \$200 on Aug. 31, the day of the shooting. Mr. Cushing said \$101 was found in the doctor's pockets after he was shot.

Mr. Lewis tried to show that Dr. Mohr was taking to Newport on a night he was murdered a large sum of money to pay his servants there, as he had received \$200 the very day of the murder. Mr. Cushing said "Montpelier," the physician's Newport estate, was very expensive to conduct, that there were numerous servants, nine horses and four cows.

Mrs. Edna M. Campbell, who arrived in her car on the scene of the murder a short time after the shooting, and took Miss Edna Burger, who had been wounded in Dr. Mohr's automobile, to the hospital, was called by Mr. Lewis to describe the darkness that night.

"It was a very dark night," she said, "so dark that it was impos-

sible to see any one's face unless one was very close. It was so dark I did not see the blood on Miss Burger; I felt it as she leaned back against me in my motor car."

Attorney General Rice sought in every way to discredit Mrs. Campbell and render her uncertain as to the night but she was not to be shaken. "I said it was a dark night, and it was a dark night," she replied. She was not permitted to testify what she had observed of George Healis's demeanor when she saw him at the Rhode Island Hospital after he had brought Dr. Mohr there dying.

Mrs. Spellman and Mrs. Dailey were then called in the order named and gave testimony for which they were subsequently arrested on a charge of perjury.

COLD STORAGE JUSTICE.

The sentences of twenty-five convicted members of the Poultry Trust have been postponed for a year.

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Fractional gains at opening were the rule in large number of issues. Industrial Alcohol in first ten minutes sold at 163-1/2, up 3 points. Rock Island was active on advance to 18-5/8. Republic Steel gained 3-1/2 points in first hour. National Enamel advanced to 23-1/2, up 2 points, but price changes in general list were narrow.

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The upward movement continued in early afternoon led by Lackawanna Steel and followed by U. S. Steel, which advanced to 87-1/2. Copper stocks and industrials joined in the rally, and Baldwin Locomotive and American Locomotive made considerable gains. Alcohol was weak feature, declining over ten points from today's high. Market closed strong.

## MOHR WITNESSES ARE ARRESTED ON PERJURY CHARGE

Two Women Who Tried to Prove Alibi for Spellman Held After Testifying.

BROWN GOES ON STAND.

One of Negroes Accused With Widow Refutes Confession of Heals.

(Special from a Staff Correspondent of The Evening World.)

PROVIDENCE, Feb. 2.—Mrs. Resie Spellman, the wife, and Mrs. Gertrude Dailey, a sister of Henry H. Spellman, on trial with Mrs. Elizabeth Tiffany Mohr and Victor Brown for the murder of Dr. C. Franklin Mohr, were arrested to-day on a charge of perjury. The women had testified at the morning session and had given evidence in support of an alibi for Spellman.

Mrs. Spellman testified that at 9:15 o'clock on the night of the murder Spellman came to her house and later went to his sister's for the night. On cross-examination she was asked by Deputy Attorney General Phillips if she had not denied last night in talking with police officers that she had seen her husband at all that night.

In one of her replies she said she had not seen him at all, and then she denied having talked to the policemen about the matter.

When Mrs. Dailey was called she stated that on the night of the crime she had not seen Spellman come into the house after she went to bed, but that some one had come in, and that in the morning she found Spellman in his room.

The State's attorneys confronted her with an affidavit she had made on Sept. 10 in which she swore that if any one had come in she did not hear, because she was asleep. Both witnesses were much tangled up by the questioning of the prosecutor.

Victor Brown, the negro who confessed that he fired the bullet which killed Dr. Mohr and later repudiated his confession, was called to the stand this afternoon. He denied he ever told Heals, the chauffeur, that Mrs. Mohr had given him poison to put in the doctor's coffee. Mrs. Mohr never gave him any poison, he declared.

Brown also denied that Mrs. Mohr had given him money to buy a motorcycle. He bought it, he said, with money he saved. He asserted that he never told Heals that he would get even with the doctor and "fix" him some night after he was discharged.

Q. Did Mrs. Mohr give you money on the morning of Aug. 31 or at any other time to buy a light for a motorcycle? A. No.

Q. Did you ever show \$20 to Heals, telling him Mrs. Mohr had given it to you and say that if he'd hold it for the car some night you'd all have a lot of money? A. No, I never said anything like that to him.

Brown denied having seen Mrs. Mohr on Aug. 27.

Brown went on to deny in detail Heals's story of how plans were made to kill the doctor.

Brown denied emphatically that he shot Mohr. He said he was at Riverhead on the night of the shooting. He then told of his arrest and of how the police questioned him at Headquarters.

Q. They questioned you again next morning? A. Yes, and every time they asked me if I shot Dr. Mohr I said I didn't. At last I got tired and I said to Chief O'Neill, "If you say it's so, it must be so."

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Nothing Saw the Robbers.

Deputy Police Commissioner Dunham and Detective Capt. Gray went to No. 253 Eighth Avenue to-day to look into the complaint of Mrs. Sabina Kaplan that she had been beaten and robbed and bound by two young strangers in her stationery and cigar store. She is in the jewelry store next door, one of whom was washing the show window, heard no sound through the thin partition and saw no young strangers such as described by Mrs. Kaplan.

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Closing Quotations.

With net changes from previous closing.

Stock	High	Low	Close	Net Change
Alcoa	100 1/2	100 1/4	100 1/2	+ 1/4
American	87 1/2	87 1/4	87 1/2	+ 1/4
Am. Steel	100 1/2	100 1/4	100 1/2	+ 1/4
Am. Wire	100 1/2	100 1/4	100 1/2	+ 1/4
Am. Zinc	100 1/2	100 1/4	100 1/2	+ 1/4
Am. Lead	100 1/2	1		